

681. Then, if this property was worth £3,500 for five acres and £4,000 for ten acres, the difference would be £100 an acre?—Yes.

682. You have no reason to doubt his word?—No; but I cannot understand such an offer being made. Mr. Stark never mentioned such offers to me at any time.

683. Were you in the habit of consulting each other with regard to land-speculations?—Yes.

684. But he did not make you aware of this offer?—The only offer that I was informed of was one to Mr. Ross of a portion of the property.

685. Are you aware of the terms of that offer?—As far as I can remember, it was £3,500 for the house and five acres.

686. Mr. Ross's telegram is to the following effect: "Ten acres, cultivated portion, best frontage, with house, stable, &c.; arranged purchase for £3,500; exceptionally easy terms," &c. Are you aware of this offer?—Yes; that is the only offer that I am aware of. And it was through me that the transaction was not carried out. When Mr. Stark told me he had offered the property to Mr. Ross at that price I said, "You must be mad, Mr. Stark; I would give you £500 more myself."

687. Can you credit the fact of Mr. Stark, five months after that, making an offer in similar terms to Mr. Kingsford?—No, I cannot. In continuation of what I was saying about the offer to Mr. Ross, I said, "If you will be advised by me, if you can withdraw honourably from the transaction, do so." Mr. Stark told me afterwards he declined to accede to Mr. Ross's terms. Mr. Ross said, "Then I will not take the property;" and Mr. Stark replied, "Then the transaction is off." When I next met Mr. Stark he said, "I am much obliged to you. I must have been off my head at the time I made that offer to Ross."

688. Would you be surprised if any one stated that Mr. Stark was annoyed at Mr. Ross's withdrawal from the transaction?—I should.

689. Are you aware that the deed was actually drawn up?—Yes, that the draft was written.

690. Was it not Mr. Ross who withdrew from the transaction?—No; Mr. Stark withdrew because he had the opportunity of doing so in an honourable way.

691. Was it not Mr. Ross who refused to accede to Mr. Stark's terms?—No; it was, as I said before, Mr. Stark who refused to accede to the terms offered by Mr. Ross.

692. Would not Mr. Stark have been obliged to complete the deed if Mr. Ross had wished it?—I do not know; Mr. Stark told me there was no deposit paid or sale-note drawn up.

693. Do you doubt Mr. Ross's word that it was because he would not agree to Mr. Stark's conditions that the transaction was not completed?—No; for I daresay Mr. Ross thought that it was his own action, whereas it was exactly what Mr. Stark desired.

694. Does it not strike you as strange that he should have made this offer five months after?—Yes, it does; but I have no reason to doubt Mr. Kingsford.

695. Do you know Mr. Le Bailey?—Yes.

696. Have you any reason to doubt his word?—I have never spoken to him beyond just saying, "Good morning," &c.

697. You know him to be a respectable man?—Yes.

698. If he telegraphed to the following effect: "Stark offered to me a portion of his property for £3,500," &c., have you any reason to doubt that he is telling the truth?—I have no reason to doubt his word.

699. Then, as a matter of fact, there have been three different offers for ten acres of this land on the same terms during the same year?—I only know personally of the one to Mr. Ross. I cannot credit such offers were made.

700. Speaking of having made the offer of £16,000 for the property, why was it that you employed an agent, seeing that you are on such intimate terms with Mr. Stark?—We (my brother and I) had been so successful in land-speculations that the fact of our submitting a proposal either prevents a sale or adds to the value of a property, and this was specially the case with regard to Mr. Stark. In every transaction we had together he had always been successful; and he used to remark that it was enough for me to say the land was worth having for him to go into it. Recently all purchases we desired to make we made through an agent. In two or three cases we employed Cochrane and Son.

701. But why should you employ an agent and pay him commission when you were in daily communication with Mr. Stark?—For the reasons I have stated.

702. For what particular reasons?—The fact of my making an offer to Mr. Stark would be sufficient to prevent him from accepting it.

703. You thought he would not be likely to accept it if you made it personally?—Yes. That property to which I have referred, on which I made a profit of £850, always caused him to be careful in selling to me. I bought that property from him.

704. You stated that one element in your calculations of the value of the property, in making your offer of £16,000, was the fact that Major Boddam had recommended the site for battery purposes?—No; I said we calculated that the area of land marked in Major Boddam's plan was too small.

705. Was it an element in your calculation that some would be required?—Yes; and we believed that the Government were making a mistake in buying so little, and that it would be necessary to take more.

706. Did you calculate that the Government wanting the land would increase its value?—Yes.

707. And would not Mr. Stark also be aware of this?—I had no communication with him about it. No doubt he would.

708. Have you any reason to doubt that he had less knowledge than you?—I do not look upon him as having the same knowledge as myself.